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PSYCHOLOGIST-CLIENT DISCLOSURE STATEMENT AND SERVICES AGREEMENT

Welcome to my practice. This document (the Agreement) contains information about my professional services and business policies. It also contains information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides privacy protections and client rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. **The law requires that I obtain your signature acknowledging that I have provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully.** We can discuss any questions you have about the procedures. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

BEGINNING AND ENDING THERAPY

Psychotherapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. For this reason you are invited to interview me to ask about my clinical training, professional experience, credentials, therapeutic orientation, methods and policies. Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some impressions of what our work will include and a treatment plan to reach your goals. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. If you have questions about my procedures, we should discuss them whenever they arise. If you have persisting doubts, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be successful, you will have to work on things we talk about both during our sessions and at home. Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

You have the right to terminate therapy at any time. It is best if this decision is made in consultation with your therapist so that ample time can be devoted to reflecting together on your progress and tying up any loose threads. I also reserve the right to discontinue meeting with you if you do not keep agreements with me, including your financial responsibilities.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychologist. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. **Your signature on this Agreement provides consent for those activities, as follows:**

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I will not reveal the identity of my client. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- I may contract with various insurance companies and a credit bureau. As required by HIPAA, I must have a formal business associate contract with this/these business(es), in which it/they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the names of these organizations and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a client threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

There are situations where I am permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning the professional services that I provided you, such information is protected by the psychologist-client privilege law. I cannot provide any information without your written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.

- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.

There are situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a client's treatment. These situations are unusual in my practice:

- If I receive information in my professional capacity from a child or the parents or guardian or other custodian of a child that gives me reasonable cause to suspect that a child is an abused or neglected child, the law requires that I report to the appropriate governmental agency, usually the statewide central register of child abuse and maltreatment, or the local child protective services office. Once such a report is filed, I may be required to provide additional information.
- If a client communicates an immediate threat of serious physical harm to an identifiable victim, I may be required to take protective action. This may include notifying the potential victim, contacting the police, or seeking hospitalizing the client.

If such a situation arises, I will make every effort to discuss it with you before taking action and I will limit my disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, **it is important that we discuss any questions or concerns that you may have now or in the future.** The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed. Exceptions to the general rule of legal confidentiality are listed in the Colorado statutes (C.R.S. 12-43-218). You should be aware that provisions concerning confidential communications do not apply to any delinquency or criminal proceedings, except as provided in section 13-90-107 C.R.S. I will do my best to identify to you situations where the rule of confidentiality does not apply if and when such situations arise during therapy.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others or where information has been supplied to me confidentially by others, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, I am allowed to charge a copying fee of 75 cents per page (and for certain other expenses). If I refuse your request for access to your records, you have a right to a review.

CLIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures.

The Colorado Department of Regulatory Agencies has the general responsibility of regulating the practice of licensed psychologists and other licensed and unlicensed individuals who practice psychotherapy. The agency within the department that has specific responsibility for licensed and unlicensed psychotherapists is the Department of Regulatory Agencies, Mental Health Section, 1560 Broadway, Suite 1350, Denver, Colorado 80202, or (303) 894-7766. In a professional relationship such as ours, clear boundaries need to be maintained. For example, sexual intimacy between a therapist and a client is never appropriate. If sexual intimacy occurs, it should be reported to the Department of Regulatory Agencies, Mental Health Section.

INSURANCE REIMBURSEMENT [this section is relevant only if you are using your health insurance to help cover my fees]

If you have a health insurance policy, it will usually provide limited coverage for mental health treatment. If I am not on the provider panel for the managed care insurance company that covers your mental health treatment, you may still be able to have your insurance reimburse you for some portion of my fees. It is important to understand that there are disadvantages to using managed care insurance benefits to help cover the cost of psychotherapy. Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end.

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. **Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of**

any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, **you (not your insurance company) are responsible for full payment of my fees.** It is very important that you find out exactly what mental health services your insurance policy covers. You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, I would be willing to call the company on your behalf. Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions.

It is important to remember that you have the option of paying for my services yourself to avoid many of the complications and problems described above. Increasingly, people are not using insurance to pay for psychotherapy due to concerns about confidentiality, choice of therapist and control of treatment decisions.

CONTACTING ME

When I am not immediately available by phone my voice mail will take messages. I will make every effort to return your call on the same day you make it, with the exception of evenings, weekends, holidays and vacations. In case of a clinical emergency, if you do not hear back from me promptly, and you feel you are facing a life-threatening situation, always call 911 or go to the emergency department of the nearest hospital. If you choose to communicate with me by email, please **be aware that emailing is not secure and confidentiality may be breached.**

PHONE COMMUNICATION

I may need to contact you by phone regarding scheduling or other matters. If calling you at home or at work and leaving a brief message for you would present a problem with regard to confidentiality, it is important that you let me know beforehand.

May I call you at home? Yes No

May I call you at work? Yes No

May I leave a message at home? Yes No

May I leave a message at work? Yes No

FEES

Therapy sessions generally run about 45 minutes, leaving me the remainder of the appointment hour to complete paperwork and any necessary phone calls regarding our work together. **My hourly fee for psychological services is \$135 for each visit, unless you request that your fee be set according to a sliding scale**, based on your family income and the number of people supported by this income. In addition to weekly appointments, I charge the same hourly fee for other professional services you may need, though I break down the hourly cost if I work for periods of less than one hour. Other services include report writing, phone conversations lasting longer than 5 minutes, consultations with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge 150% of my hourly fee for preparation and attendance at any legal proceeding. Please note that if you are using insurance your co-payment and the payments I receive from your insurance company are determined by your insurance plan and may be different than the fees set out in this agreement.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held. Unless we agree otherwise or unless you have insurance coverage that requires another arrangement, fees not paid at the time of the visit will be subject to a late penalty fee of \$10. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

CANCELLED/MISSED APPOINTMENTS

Once an appointment hour is scheduled, you will be expected to pay for it unless you provide at least 48 hours advance notice of cancellation. Insurance companies do not provide reimbursement for cancelled sessions. Missed appointments are charged at the full session rate. Appointments cancelled or rescheduled within 48 hours are billed at ½ the hourly fee.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS DISCLOSURE STATEMENT AND AGREEMENT, AGREE TO ITS TERMS AND UNDERSTAND YOUR RIGHTS AND OBLIGATIONS. YOUR SIGNATURE ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE. PLEASE FEEL FREE TO DISCUSS ANY QUESTIONS OR CONCERNS THAT MAY ARISE.

Client Signature

Client Name (please print)

Date